



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
RICHARD W. MILLER
STATE FIRE MARSHAL

MIKE ZIMMER
ACTING DIRECTOR

FIREWORKS DELEGATION OF AUTHORITY AGREEMENT

Between
The Michigan Department of Licensing & Regulatory Affairs/
Bureau of Fire Services
and

EXPIRATION
April 30, 2016

I. Purpose

This agreement is entered into for the purpose of delegating responsibility for inspections of consumer fireworks retail locations in accordance with the Michigan Fireworks Safety Act, PA 256 of 2011, as amended, MCL 28.469.

II. Local Agency Responsibilities

The agency agrees:

- A. To abide by all terms of this agreement including all attachments (i.e. procedures).
- B. To the use of State Certified Fire Inspectors to perform all delegated inspections.
- C. To complete all delegated inspections within the time frames as specified by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services.
- D. To complete all delegated inspections using the applicable rules promulgated in accordance with MCL 28.470.
- E. To utilize all report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for all delegated inspections of consumer fireworks retail locations.
- F. To follow and apply all Department of Licensing & Regulatory Affairs, Bureau of Fire Services, procedures regarding the inspection of consumer fireworks retail locations.
- G. To the proper conduct and demeanor of their employee(s) while performing delegated inspections in accordance with this agreement.

LARA is an equal opportunity employer

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

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- H. To attend training opportunities provided by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, necessary for the proper completion of delegated inspections.

III. Department of Licensing & Regulatory Affairs, Bureau of Fire Services responsibilities

The Bureau of Fire Services agrees:

- A. To abide by the terms of this agreement, including all attachments.
- B. To provide the technical assistance and supervision necessary for the proper administration of this agreement.
- C. To provide any report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for the reporting of inspections performed in accordance with this agreement.
- D. To provide the _____ with copies of applicable Department of Licensing & Regulatory Affairs, Bureau of Fire Services procedures, manuals, or other documents necessary for the implementation of this agreement.
- E. To provide the opportunity for training for an appropriate number of employees of the _____, as determined by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, regarding rules, laws, or procedures necessary for the completion of inspections delegated in accordance with this agreement.
- F. To annually review the delegation of authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455.
- G. To notify the Agency, in writing, of intent to revoke delegated authority if the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, finds that the terms of the agreement have not been kept, or if the Department intends to withdraw the delegation program.
- H. To revoke the authority of the employee(s) to perform delegated inspections upon notification of the _____ that the request for delegation has been rescinded.
- I. To inform the State Fire Safety Board of all decisions by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in delegating or revoking the authority delegated under MCL 28.469.

IV. Conflict of Interest

The _____ and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, are subject to the provisions of Act No. 317, PA of 1968, as amended, being MCL 15.321 et seq, and Act No. 196, PA of 1973, as amended, being MCL 15.341 et seq.

V. Liability

- A. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the _____ or unit of government pursuant to the terms of this agreement shall be the responsibility of the Agency if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the unit of government or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- B. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or its employees shall be the responsibility of the Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the State, its agencies, the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them as provided by common law, statute, or court decision.
- C. In the event that liability to third parties, and/or loss, or damages arises as a result of activities which go beyond the mere fact of agreement between the _____, and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in fulfillment of their responsibilities under this agreement, such a liability, loss or damage shall be borne in relation to each party's responsibilities under that joint activity, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the governing body, unit of government, the State and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them, as provided by common law, statute, or court decision.

VI. Compensation from Application Fees

During the time this agreement is in effect, the financial entity for the _____ will receive 70% of the consumer fireworks application fee paid by the applicant for facility inspection duties within the _____ jurisdiction. This amounts to \$700 per permanent structure and \$420 per temporary structure.

VII. Statutory Authority

Authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455 is delegated to the BFS approved certified fire inspector(s) of the _____ by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, under provision of Michigan Fireworks Safety Act, PA 256 of 2011 as amended, MCL 28.469. This delegation does not include any authority to issue citations or otherwise enforce the provisions of the Fireworks Safety Act.

Print Name of Local Certifying Official

Title of Local Certifying Official

Certifying Official Signature

Date

Printed Name of Fire Chief

Fire Chief Signature

Date

Richard W. Miller

Printed Name of State Fire Marshal

State Fire Marshal Signature

Date